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UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

MEDFORD DIVISION

MARY BAYLISS,

Plaintiff(s),

vs.

GLOBE LIFE AND ACCIDENT
INSURANCE COMPANY,

Defendant(s).

CASE NO.: 1:13-cv-1247

COMPLAINT:

BREACH OF CONTRACT

FINANCIAL ABUSE OF ELDERLY
PERSON

JURY TRIAL REQUESTED

Short Summary

1. This is a suit for breach of contract stemming from failure or refusal by Globe Life and Accident Insurance Company (herein Globe or Defendant) to pay accidental death benefits owed to Mary Louise Bayliss (herein Bayliss or Plaintiff) for the death of her son Don Bayliss.

Jurisdiction and Venue

2. Bayliss is and has been at all times material to this complaint an individual domiciled in Jackson County Oregon.

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3. Globe is an insurance company with its primary place of business in Oklahoma County Oklahoma, licensed to do business in the state of Oregon and subject to the laws of Oregon.
4. The amount in controversy is over \$75,000 and the principal acts and omissions forming the basis of this complaint took place in Jackson County Oregon.
5. Venue and Jurisdiction are proper in this Court.

First Cause of Action: Breach of Contract

6. On or about September 15, 2011, Defendant issued a life insurance policy, specifically identified as policy no.: 00-3R88929, insuring the life of Plaintiff's son Don Bayliss, with Plaintiff as the named beneficiary of the policy.
7. The policy provided for benefits at Don Bayliss's death including a \$10,000 death benefit, and a \$150,000.00 accidental death benefit.
8. On or about August 6, 2012, Don Bayliss died in an accident.
9. After Don Bayliss's death, Plaintiff made a claim for benefits under the policy.
10. On or about March 22, 2013, Defendant paid \$10,000.00 due under the death benefit of the policy.
11. On or about March 22, 2013, Defendant refused to pay \$150,000.00 due and owing under the accidental death benefit of the policy.
12. Plaintiff has performed all required actions and fulfilled all conditions under the policy.
13. Plaintiff has been forced to retain an attorney to assist her with collection of benefits due and owing under the policy, and is entitled to attorney's fees under ORS 742.061.
14. Defendant is in breach of contract for violating the duties of good faith and fair dealing implicit in all contracts and insurance policies in the state of Oregon.
15. Defendant is in breach of contract for failing and refusing to pay full benefits under the policy.

Second Cause of Action: Financial Abuse of an Elderly Person

16. Plaintiff is an elderly person as defined by ORS 124.100(a).
17. Plaintiff has repeatedly requested Defendant provide her with insurance funds.

18. Without good cause, Defendant continues to hold the money and fails to take reasonable steps to make the money or property readily available to Plaintiff.
19. Defendant has acted and is acting in bad faith, and knows or should have known of the right of the Plaintiff person to have the money transferred as requested or otherwise made available to the Plaintiff.
20. Plaintiff has suffered deprivation of property and economic damages in an amount to be determined at trial, resulting from the above in an amount not to exceed three times \$150,000 or \$450,000 total.
21. Plaintiff should recover prejudgment interest at the rate of 9% per annum.
22. Plaintiff has been required to hire the services of an attorney, and should be awarded her reasonable attorney's fees incurred herein pursuant to ORS 124.100(2)(c).
23. WHEREFORE: Plaintiff prays the Court for relief:
 - a. In the amount of \$150,000.00, Economic Damages,
 - b. In the amount of \$450,000.00, Statutory Damages
 - c. Costs and fees as applicable pursuant to Oregon Law,
 - d. Pre-judgment interest at the rate of 9% per annum,
 - e. Reasonable attorney's fees pursuant to ORS 742.061,
 - f. Reasonable attorney's fees pursuant to ORS 124.100(2)(c)
 - g. Any other such relief the Court deems just and appropriate.

DATED: 7/22/13

/S/ Clinton L. Tapper

Clinton L. Tapper
Of Attorneys for Plaintiff

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